



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN

**Agenda Date: February 15, 2005**

February 3, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **APPROVAL OF CONTRACTS FOR PROPERTY MANAGEMENT/CONSTRUCTION, AND PROPERTY MAINTENANCE SERVICES (DISTRICTS 1 AND 3) (3 VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that these contracts are exempt from the provisions of the California Environmental Quality Act (CEQA) under section 15061(b)(3).
2. Approve and instruct the Chair to sign three-year contracts (Attachment A), substantially to form, with the attached list of contractors (Attachment B) to provide Property Management/Construction, and Property Maintenance Services for the Consolidated Fire Protection District. The initial term of the contract will be for three (3) years, with two (2) one-year renewal options, and also include an additional six (6) month-to-month extensions, not to exceed a total possible contract term of five (5) years and six (6) months.
3. Authorize the Fire Chief, or his designee, to amend, suspend, and/or terminate these contracts, in accordance with the District's contract for Property Management/Construction, and Property Maintenance Services. In addition, delegate authority to the Fire Chief, or his designee, to amend these contracts as described above.

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER

BRADBURY  
CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA

CUDAHY  
DIAMOND BAR  
DUARTE  
EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS

HAWTHORNE  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY  
INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE

LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER  
LAWNDALE  
LOMITA  
LYNWOOD

MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT  
PICO RIVERA

POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

4. Authorize the total contract expenditures for the first three (3) contract years of \$18,000,000 representing previously Board approved overall contract authority of \$6,000,000 annually for property management services.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The District is responsible for an ongoing Property Management Program, which provides maintenance for over 160 fire stations and administrative sites located throughout Los Angeles County. Approval of the recommendations will enable the District to continue to obtain Property Management/Construction, and Property Maintenance Services on an as-needed basis for all of its District facilities, and help meet the needs of current and anticipated building maintenance obligations.

The District is currently contracting these services with 29 contractors, on a temporary and intermittent as-needed basis, through previous Board-approved contracts that will expire on February 28, 2005.

The continued maintenance of these facilities is necessary in order to provide a safe and healthful environment for employees and the visiting public, and to comply with various statutes and codes governing public building construction and operations.

**Implementation of Strategic Plan Goals**

In accordance with the Strategic Plan Goals of service excellence, fiscal integrity, organizational effectiveness, and workforce excellence, the contracts, along with the increased requirements for professionalism and expertise, promote and further enhance the District's goals in Property Management/Construction, and Property Maintenance Services.

**ENVIRONMENTAL DOCUMENTATION:**

These contracts are exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that these contracts will not have a significant effect on the environment.

**FISCAL IMPACT/FINANCING:**

The contract expenditure for the District is \$6,000,000 annually. The Board has previously approved an overall contract authority of \$6,000,000 per year, for property management services (\$2,000,000 annually), fuel tank property management services

(\$2,000,000 annually), facilities maintenance services (\$950,000 annually), and professional and technical services (\$1,050,000). The District's expenditures for these contracts will require no increase to the existing Board-approved contracted authority. In addition, allowances for COLA increases throughout the terms of these contracts will be sufficiently funded in the District's FY 2004-2005 Budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The authority to contract is provided by Health and Safety Code Section 13861.

On final analysis and consideration of the awards, contractors were selected without regard to race, color, creed, or national origin.

#### **CONTRACTING PROCESS:**

On November 22, 2004, the District released an Invitation for Bid (IFB) to solicit responses for Property Management/Construction, and Property Maintenance services. Bid advertisement was posted on the County's WebVen, and published in 13 community newspapers. Fifty-seven (57) companies attended the mandatory Bidder's Conference. Of the thirty-two (32) bids submitted, twenty-nine (29) were accepted based on the contractor's qualifications, experience, and willingness to comply with County and District ordinances.

The District has evaluated and determined that the contractors comply with the District's policy of compliance with the Community Business Enterprise Program (Attachment C), Child Support Compliance Program, Contractor Responsibility and Debarment Program, the State of California Department of Industrial Relations Prevailing Wage Program determinations for covered crafts, the Safely Surrendered Baby Law, and the Contractor Employee Jury Service Program, and agree to maintain compliance with all requirements throughout the term of their contract.

The District has reviewed available resources to assess the proposed contractors' past performance, history of labor law violations, and any negative experiences with other District and County contracts.

This contract does include a Cost of Living Adjustment for the initial three (3) contract years, as well as the additional two (2) one-year extensions, which allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index. Also, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of

The Honorable Board of Supervisors  
February 3, 2005  
Page 4

Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

There will be no significant impact on current services.

**CONCLUSION:**

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board letter and contract. It is requested that the Executive Office of the Board notify the District's Contracts Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:kt

Attachments (3)

c: Chief Administrative Office  
County Counsel  
Executive Office, Board of Supervisors

CONTRACT # \_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY**

**AND**

**(CONTRACTOR)**

**FOR**

**PROPERTY MANAGEMENT/CONSTRUCTION, AND  
PROPERTY MAINTENANCE SERVICES**

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
<b>RECITALS</b>		<b>1</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b>	<b>2</b>
<b>2.0</b>	<b>DEFINITIONS</b>	<b>2</b>
<b>3.0</b>	<b>STATEMENT OF WORK</b>	<b>3</b>
<b>4.0</b>	<b>TERM OF CONTRACT</b>	<b>4</b>
<b>5.0</b>	<b>CONTRACT RATES AND COSTS</b>	<b>4</b>
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT- DISTRICT</b>	<b>7</b>
6.1	DISTRICT'S CONTRACT DIRECTOR	7
6.2	DISTRICT'S CONTRACT ADMINISTRATOR	8
6.3	DISTRICT'S CONTRACT PROJECT MANAGER	8
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b>	<b>8</b>
7.1	CONTRACTOR'S CONTRACT PROJECT MANAGER	8
7.2	APPROVAL OF CONTRACTOR'S STAFF	9
7.3	CONTRACTOR'S STAFF IDENTIFICATION	9
7.4	BACKGROUND & SECURITY INVESTIGATIONS	9
7.5	CONFIDENTIALITY	10
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b>	
8.1	ASSIGNMENT AND DELEGATION	10
8.2	AUTHORIZATION WARRANTY	11
8.3	BUDGET REDUCTIONS	11
8.4	CHANGE NOTICES AND AMENDMENTS	11
8.5	COMPLAINTS	12
8.6	COMPLIANCE WITH APPLICABLE LAW	13
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	13
8.8	COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM	14
8.9	COMPLIANCE WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS PREVAILING WAGE DETERMINATIONS	16
8.10	CONFLICT OF INTEREST	25
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	26
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	26
8.13	CONTRACTOR RESPONSIBILITY AND DEBARMENT	26

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	28
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM.....	29
8.16	DISTRICT'S QUALITY ASSURANCE PLAN .....	29
8.17	DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS.....	30
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION.....	30
8.19	FACSIMILE REPRESENTATIONS .....	31
8.20	FAIR LABOR STANDARDS.....	31
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	31
8.22	INDEPENDENT CONTRACTOR STATUS .....	32
8.23	INDEMNIFICATION .....	33
8.24	GENERAL INSURANCE REQUIREMENTS .....	33
8.25	INSURANCE COVERAGE REQUIREMENTS.....	36
8.26	LIQUIDATED DAMAGES.....	36
8.27	MOST FAVORED PUBLIC ENTITY .....	38
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	38
8.29	NON EXCLUSIVITY .....	40
8.30	NOTICE OF DELAYS.....	40
8.31	NOTICE OF DISPUTES.....	40
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	41
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	41
8.34	NOTICES .....	41
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	41
8.36	PUBLIC RECORDS ACT .....	42
8.37	PUBLICITY .....	42
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	43
8.39	RECYCLED BOND PAPER .....	45
8.40	SUBCONTRACTING.....	45
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE .....	46

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.42	TERMINATION FOR CONVENIENCE.....	47
8.43	TERMINATION FOR DEFAULT.....	47
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	50
8.45	TERMINATION FOR INSOLVENCY.....	50
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE.....	51
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	51
8.48	VALIDITY.....	52
8.49	WAIVER.....	52
8.50	WARRANTY AGAINST CONTINGENT FEES.....	52
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS</b>	
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM....	53
	SIGNATURES.....	55
	<b>STANDARD EXHIBITS</b>	
A	STATEMENT OF WORK.....	
B	STATEMENT OF HOURLY RATES AND COSTS.....	
C	CONTRACTOR'S EEO CERTIFICATION.....	
D	DISTRICT'S ADMINISTRATION.....	
E	CONTRACTOR'S ADMINISTRATION.....	
<b>F</b>	<b>FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION</b>	
F1	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT.....	
F2	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT.....	
G	JURY SERVICE ORDINANCE.....	
H	DEBARMENT.....	
I	SAFELY SURRENDERED BABY LAW.....	

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND**

**\_\_\_\_\_  
FOR  
PROPERTY MANAGEMENT/CONSTRUCTION, AND PROPERTY  
MAINTENANCE SERVICES**

This Contract, including all Exhibits, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005

by and between

CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY  
(hereafter "District")

and

\_\_\_\_\_  
(hereafter "Contractor")

**RECITALS**

WHEREAS, the District has the responsibility for maintaining its facilities in a safe and sanitary condition to assure the health and safety of its employees; and

WHEREAS, the District may contract with private businesses for Property Management/Construction, and/or Property Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Property Management/Construction, and Property Maintenance Services; and

WHEREAS, the District is authorized by Health and Safety Code Section 13861 and Government Code Section 31000 to contract with public or private companies to provide these repair and maintenance services on an intermittent and temporary basis; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and  
NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Statement of Hourly Rates and Costs
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - District's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Debarment
- 1.8 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - *Change Notices and Amendments* and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work*.
- 2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 COUNTY:** Refers to the County of Los Angeles.
- 2.5 DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.
- 2.6 DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.7 DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Contract Administrator.
- 2.8 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.9 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.10 FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 STATEMENT OF WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after execution by the Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The District shall have the sole and exclusive option to extend the Contract term for an additional two (2) one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each extension shall be exercised individually and separately at the sole and exclusive discretion of the Fire Chief or authorized designee.
- 4.3 Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration*.

#### **5.0 CONTRACT RATES AND COSTS**

- 5.1 Individual pricing rates for Journey person, Apprentice/helper and all other rates listed on *Exhibit B – Statement of Hourly Rates and Costs* will coincide with *Exhibit B – Statement of Hourly Rates and Costs*.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration*.

**5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT**

Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 INVOICES AND PAYMENTS**

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Statement of Hourly Rates and Costs*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B – Statement of Hourly Rates and Costs*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

In addition, Contractor's invoices shall include:

1. Contract number
2. Job location, station number and/or address
3. Breakdown of labor hours and cost as separate items (e.g., Labor: 3 hours @ \$35.00/hour = \$105.00)
4. Submission of a copy of the subcontractors or sublets cost(s) with the invoice when a portion of the work is performed by a subcontractor under this Contract.

5.5.4 All original invoices under this Contract shall be submitted in two (2) copies, with a copy of the Work Authorization, to the following address:

**Consolidated Fire Protection  
District of Los Angeles County  
Financial Management Division  
Expenditure Management  
P.O. Box 910901  
Commerce, CA 90091**

Contractor shall fax one (1) copy of the invoice and all pertinent work order documentation to the **Construction and Maintenance Division at (323) 881-3026, Attn: Work Order Section**, who shall review and approve all invoices for payment.

5.5.5 **District Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the District's Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such

approval take more than two (2) weeks from receipt of properly prepared invoices by the District.

## **5.6 COST OF LIVING ADJUSTMENTS (COLA)**

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Contractor must submit proposed adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. After approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

## **6.0 ADMINISTRATION OF CONTRACT - DISTRICT**

### **DISTRICT ADMINISTRATION**

A listing of all District Administration referenced in the following Sub-paragraphs are designated in *Exhibit D - District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 DISTRICT'S CONTRACT DIRECTOR**

Responsibilities of the District's Contract Director include:

- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

### **6.2 DISTRICT'S CONTRACT ADMINISTRATOR**

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

### **6.3 DISTRICT'S CONTRACT PROJECT MANAGER**

The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract.

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

7.1.1 Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Administrator and District's Contract Project Manager on a regular basis.

### **7.2 APPROVAL OF CONTRACTOR'S STAFF**

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in

Contractor's staff, including, but not limited to, Contractor's Project Manager.

### **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with District specifications. Specifications may change at the discretion of the District and Contractor will be provided new specifications as required. The format and content of the badge is subject to the District's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a District facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

7.4.1 At any time prior to or during term of this Contract, the District may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 District may request that Contractor's staff be immediately removed from working on the District Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District conducted background clearance.

7.4.3 District may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the District whose background or conduct is

incompatible with District facility access, at the sole discretion of the District.

- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *“Contractor Employee Acknowledgment, and Confidentiality Agreement”*, Exhibit F1.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *“Contractor Non-Employee Acknowledgment, and Confidentiality Agreement”*, Exhibit F2.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the District. Any unapproved assignment or delegation shall be null and void. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance

of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, may result in the termination of this Contract.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

In the event that the Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

## **8.4 CHANGE NOTICES AND AMENDMENTS**

8.4.1 The District reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by District's Contract Director, or his/her designee, District's Contract Administrator.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by

District's Contract Director, or his/her designee, District's Contract Administrator.

8.4.3 The Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by District's Contract Director, or his/her designee, District's Contract Administrator.

8.4.4 The District's Contract Director, or his/her designee, District's Contract Administrator, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by District's Contract Director, or his/her designee, the District's Contract Administrator.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by

this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a

lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event

of such material breach, District may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

## **8.9 COMPLIANCE WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS PREVAILING WAGE DETERMINATIONS**

This Contract is subject to the provisions of the California Constitution, Article XI § 1. "Counties," the State of California Department of Industrial Relations Division of Labor Statistics & Research and the California Labor Code as mandated by the County of Los Angeles Board of Supervisors, Los Angeles County Code Section 2.121.80, "Award of Contracts – Mandatory Prerequisites," and incorporated by reference into and made a part of this Contract.

### Prevailing Wages for Covered Crafts:

- 8.9.1 Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as all related to labor.
- 8.9.2 Contractor, its subcontractors, agents, and employees shall pay the current prevailing wage rate established by the State Department of Industrial Relations for each covered craft of those employees who are either listed on the Certified Payroll Reporting forms, Public Works Payroll Reporting forms, Contractors own payroll reporting forms, Contractor's invoice for work done under this Contract, and those employees who are covered under the Contractor's Payroll Statement of Compliance for each work authorization issued to the Contractor under this Contract.
- 8.9.3 Contractor, its subcontractors, and agents shall submit, before the onset of any work performed under this contract, *Exhibit 23, Prevailing Wage Program*.
- 8.9.4 Contractor shall post a copy of the determination(s) of the prevailing rates for each craft or type of worker covered by the

prevailing wage requirement needed to execute the maintenance and/or construction portion of this Contract and shall certify, in writing, two (2) days after the start of work, that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.

- 8.9.5 Contractor shall collect, maintain and submit to the District, the Department of Industrial Relations Public Works Payroll Reporting Form (or the Contractor's own similar payroll reporting form) for each covered employee who performs repair and/or maintenance work for the District, along with its certification, Notice to Public Entity.
- 8.9.6 Contractor, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.
- 8.9.7 Contractor shall submit to the District, a *Payroll Statement of Compliance, Exhibit 24*, along with its Public Works Payroll Reporting form, or its own certified payroll reporting form, two (2) days after the start of work for each work authorization authorized by the District, which is estimated to exceed the sum of one thousand (\$1,000) dollars. Contractor shall be responsible for the submission of these forms for any work performed for the District by its subcontractors. If Contractor is unable to submit a Certified Payroll, Contractor must complete and submit to the District, two (2) days after the start of work for each work authorization authorized by the District, which is estimated to exceed the sum of one thousand (\$1,000) dollars, a Payroll Statement of Compliance.
- 8.9.8 Contractor, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for covered crafts and neither the Contractor nor any

subcontractor hereunder shall require or permit any covered worker to perform any of the covered work described herein for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Section 1811 through 1815, Contractor shall forfeit to the District the penalty set forth therein.

- 8.9.9 Contractor shall execute and deliver to the District, on Contractor letterhead, the following certification upon the Board of Supervisors approval of award of the Contract: *"I am aware of the provisions of Part 7 of the California Labor Code which requires that, 'not less than the general prevailing rate of per diem for work' be paid on public works projects of one thousand (\$1,000) dollars or more. I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract."*
- 8.9.10 For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the District under the Contract. If the Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Prevailing Wage Program shall be attached to the Contract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the District under the Contract. "Full-time" means a minimum

of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the District; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.11 Contractor's Submittal of Certified Monitoring Reports:

The Contractor shall submit to the District certified monitoring reports for all projects/work authorizations that exceed \$1,000.00 (one thousand dollars) in estimated charges, no later than two (2) days after the completion of work. If the project is more than two (2) weeks, the form is to be submitted based on your company's payroll cycle. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the District, or other form approved by the District which contains the above information. The District reserves the right to request any additional information it may deem necessary. If the District requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.9.12 Contractor shall submit all forms, and reports outlined in this Sub-paragraph 8.9 to:

**Consolidated Fire Protection  
District of Los Angeles County  
5801 S. Eastern Avenue  
Los Angeles, California 90040-4001  
Attn: CONTRACTS SECTION**

**8.9.13 Contractor's Ongoing Obligation to Report Labor Law/Payroll**

**Violations and Claims:**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the District of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the District, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**8.9.14 District Auditing of Contractor Records:**

Upon a minimum of twenty-four (24) hours' written notice, the District may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the District shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.9.15 Enforcement and Remedies:

If the Contractor fails to comply with the requirements of this Sub-paragraph, the District shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the District after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the District may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the District, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time;

and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the District has been provided with a properly prepared, complete and certified monitoring report. The District may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Prevailing Wage. If the Contractor fails to pay any Employee at least the applicable hourly prevailing wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all of the following rights/remedies:
    - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly prevailing wage rate, the District may withhold from any payment otherwise due the Contractor the aggregate difference between the prevailing wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The District may withhold

said amount until the Contractor has satisfied the District that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly prevailing wage rate will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The District may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly prevailing wage rate for the covered craft, may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the District may, in its sole discretion, bar the Contractor from the award of future

District contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.9.16 Use of Full-Time Employees:

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the District that it is necessary to use non-full-time Employees based on staffing efficiency or District requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the District has provided written authorization for the use of same.

8.9.17 Contractor Retaliation Prohibited:

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Prevailing Wage Program to the District or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

8.9.18 Contractor Standards:

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay the prevailing wage to its employees. If requested to do so by the District, the Contractor shall demonstrate to the satisfaction of the District that the Contractor is complying with this requirement.

8.9.19 Neutrality in Labor Relations:

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

For more information on the County of Los Angeles Countywide Construction Policies, you may visit the Los Angeles Department of Public Works website at [http://ladpw.org/aed/construction\\_manual.pdf](http://ladpw.org/aed/construction_manual.pdf) for the County's "Mission and Purpose."

**8.10 CONFLICT OF INTEREST**

8.10.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest,

it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

#### **8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.13.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity

and experience to satisfactorily perform the contract. It is the District's policy to conduct business only with responsible Contractors.

#### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the District.

#### **8.13.3 Non-responsible Contractor**

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the District or a nonprofit corporation created by the District, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

#### **8.13.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster

in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

#### **8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.15.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers.

8.15.2 As required by the District's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.16 DISTRICT'S QUALITY ASSURANCE PLAN**

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to

the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.17 DAMAGE TO DISTRICT OR COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.18 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other

liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.19 FACSIMILE REPRESENTATIONS**

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.20 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

#### **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, and Confidentiality Agreement", Exhibit F1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"Contractor Non-Employee Acknowledgment, and Confidentiality Agreement", Exhibit F2*.

### **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the District, County, its Special Districts, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

### **8.24 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.24.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the District shall be delivered to:

**Consolidated Fire Protection District of Los Angeles County  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001  
Attn: Contracts Section**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the

commercial general liability policy, adding the District, County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.

**8.24.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District “Non-Employee Injury Report” to the District Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

**8.24.5 Compensation for District Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.

**8.24.6 Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.25 INSURANCE COVERAGE REQUIREMENTS**

**8.25.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.25.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

## **8.26 LIQUIDATED DAMAGES**

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District's Contract Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or
  - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and

forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the

Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the District Contract Administrator and/or District Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District Contract Administrator or District Contract Director is not able to resolve the dispute, the Fire Chief, or designee shall resolve it.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D – District's Administration and E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District's Contract Administrator shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to

sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Contract Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Sub-paragraph 8.37 shall apply.

#### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located

outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the

District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

#### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.

- 8.40.6 The District's Contract Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:
- Consolidated Fire Protection District of Los Angeles County**  
**5801 S. Eastern Avenue, Suite 100**  
**Commerce, CA 90040-4001**  
**Attn: Contracts Section**
- before any subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to

demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient

time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this Sub-paragraph 8.43 it is determined by the District that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 In the event the District terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the District agree that the District will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the District's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the District agree that the District shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the District for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the District by cash payment upon demand or, at the sole discretion of the District, or designee, deducted from any amounts due to the Contractor by the District, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the District is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 - Indemnification.

- 8.43.6 The rights and remedies of the District provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District Contract Director charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The District may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the Board of Supervisors appropriates funds for this Contract in the

District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: ( \_\_\_\_\_ Name \_\_\_\_\_ )

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

Office of the County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel



The following list of vendors have successfully submitted bids to the Consolidated Fire Protection District of Los Angeles County in response to the Invitation for Bid (IFB) for ***Property Management/Construction, and Property Maintenance Services***. The Board of Supervisors has approved and adopted these vendors as contractors on February 15, 2005.

	VENDOR NAME	CONTRACT NUMBER
1.	AES Stellar Air, Inc.	
2.	Air Cleaning Systems, Inc.	
3.	Air Duct Cleaning Company	
4.	Air Services Company	
5.	Barr Commercial Door	
6.	BRACCO, Inc.	
7.	Cal Air, Inc.	
8.	Canoga Park Heating & Air Conditioning	
9.	CASCO Equipment Corporation	
10.	DCS Testing	
11.	Fix Painting Company	
12.	Flynn Signs & Graphics	
13.	Forbes Construction	
14.	Jack's Plumbing	
15.	JCT Mechanical	
16.	JNJ Construction	
17.	Martin Mayerfeld	
18.	Matt-Chlor, Inc.	
19.	MBA Mechanical	

Consolidated Fire Protection District of Los Angeles County  
Property Management/Construction, and Property Maintenance Services

	VENDOR NAME	CONTRACT NUMBER
20.	Ollivier Corporation	
21.	Priority Heating & Air Conditioning	
22.	Southern California Overhead Door	
23.	Three Pac Construction	
24.	ThyssenKrupp Elevator	
25.	Trane	
26.	U.S. National Corporation	
27.	V & V Property Development	
28.	Vortex Industries	
29.	Walterscheid Electric	

## Community Business Enterprise Program Information Summary

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed, or color.

FIRM INFORMATION		AES Stellar Air, Inc.		Air Cleaning Systems, Inc.		Air Duct Cleaning Company		Air Services Company	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					65%			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	49%	51%	100%		25%	10%	100%	
		Number*		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					1			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White			1		1	1	1	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American			2					
	Hispanic/Latino					7	1		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	4		1		3	1		
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American					2			
	Hispanic/Latino	3		3	2	25	2		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	11		5		2	4		
Total # of Employees		19		13		50		1	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		No		Yes		*	
Certifying Agency						County of Los Angeles			

\*Data not available

FIRM INFORMATION		Barr Commerical Door		BRACCO, Inc.		Cal Air, Inc.		Canoga Park Heating & Air Conditioning	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			50%				75%	1%
	Asian or Pacific Islander			10%					
	American Indian								
	Filipino								
	White	100%		30%	10%			20%	
		Number		Number		Number*		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	3		1					1
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					2			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1	1		1	17	3	3	1
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	5		5		2	5	29	
	Asian or Pacific Islander			1					
	American Indian						1		
	Filipino								
	White	3	2	2		4	8	1	
Total # of Employees		15		10		262		35	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		Yes		Yes		No		No	
Certifying Agency		OSDC		WMBE					

\*Data not available

FIRM INFORMATION		CASCO Equipment Corporation		DCS Testing		Fix Painting Company		Flynn Signs & Graphics	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	100%		100%		100%		100%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1		3		1		1	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			1		1			1
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	4						1	
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	1						1	
	Hispanic/Latino	4		4		4		4	
	Asian or Pacific Islander	1						1	
	American Indian								
	Filipino								
	White	10	1	2		1		4	
Total # of Employees		22		10		7		13	
Business Structure		Corporation		Corporation		Sole Proprietorship		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		Yes		Yes		No	
Certifying Agency				*		County of Los Angeles			

\*Data not available

FIRM INFORMATION		Forbes Construction		Jack's Plumbing		JCT Mechanical		JNJ Construction	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							100%	
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	100%		100%		100%			
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							1	
	Hispanic/Latino							2	
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1		1		2			
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								1
	Hispanic/Latino		1				1		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White								
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino							2	
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White						5	1	
Total # of Employees		2		1		8		7	
Business Structure		Sole Proprietorship		Sole Proprietorship		Corporation		Sole Proprietorship	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		No		No		Yes	
Certifying Agency								*	

\*Data not available

FIRM INFORMATION		Martin Mayerfeld		Matt-Chlor, Inc.		MBA Mechanical		Ollivier Corporation	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					100%			
	Asian or Pacific Islander							10%	
	American Indian								
	Filipino								
	White	100%		47%	53%			90%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					1			
	Asian or Pacific Islander							1	
	American Indian								
	Filipino								
	White	1		3	2			1	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	1			1	1			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White								
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino				2	1			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White		2		1				
Total # of Employees		4		10		1		2	
Business Structure		Sole Proprietorship		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		No		No		No	
Certifying Agency									

\*Data not available

FIRM INFORMATION		Priority Heating & Air Conditioning		Southern California Overhead Door		Three Pac Construction		ThyssenKrupp Elevator*	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	100%				40%			
	Hispanic/Latino						40%		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White			50%	50%				
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	2				1			
	Hispanic/Latino						1		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White			1	1				
		Number		Number		Number*		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino		1						
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White			5					
		Number		Number		Number*		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	3			1				
	Hispanic/Latino	1		9					
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White		1						
Total # of Employees		8		17		5			
Business Structure		Corporation		Corporation		Corporation			
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		No		*			
Certifying Agency									

\*Data not available

FIRM INFORMATION		Trane		U.S. National Corporation		V & V Property Development		Vortex Industries	
		% of Ownership*		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			50%	50%	100%			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White								100%
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			1	1	2			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White								1
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	2							
	Hispanic/Latino	1	1	1	1	2		10	1
	Asian or Pacific Islander		1						
	American Indian								
	Filipino								
	White	7	1					14	1
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	3	2			2		3	3
	Hispanic/Latino	20	12	5		14		69	14
	Asian or Pacific Islander	11						9	8
	American Indian	1							1
	Filipino							3	1
	White	81	10					153	51
Total # of Employees		153		5		22		342	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		Yes		No		No	
Certifying Agency				OSDC					

\*Data not available

FIRM INFORMATION		Walterscheid Electric							
		% of Ownership*		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White								
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1							
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1	1						
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	10							
	Asian or Pacific Islander	4							
	American Indian								
	Filipino								
	White	7	2						
Total # of Employees		26							
Business Structure		Sole Proprietorship							
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No							
Certifying Agency									

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: AES STELLAR AIR, INC  
 Address: 707 WEST OLYMPIC BLVD  
 City: MONTABELLO State: CALIF Zip: 90640  
 Contractor's License Number(s): 778180

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
SERVICE & REPAIR (HVAC)	113 <sup>00</sup>

2. Job Classification	Overtime Hourly Rate

3. Job Classification	Double-Time Hourly Rate

4. Truck Rate \$ 25<sup>00</sup>
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By AES STELLAR AIR, INC Date 12/14/21

Steve Royal Operations Mgr. 12/14/21

Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: AIR CLEANING SYSTEMS, INCAddress: 1966 W. HOLT AVECity: POMONA State: CA Zip: 91768Contractor's License Number(s): 772590

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
<u>SHEETMETAL WORKER (HVAC) - JOURNEYMAN</u>	<u>\$ 85.00</u>
2. Job Classification	Overtime Hourly Rate
<u>SHEETMETAL WORKER (HVAC) - JOURNEYMAN</u>	<u>\$ 127.50</u>
3. Job Classification	Double-Time Hourly Rate
<u>SHEETMETAL WORKER (HVAC) - JOURNEYMAN</u>	<u>\$ 170.00</u>

4. Truck Rate \$ N/A
5. Materials/parts markup percentage \$ LIST PRICE LESS 10% - PRICE LIST ATTACHED  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By JAMES BUNTING Date 12/14/04

[Signature] PRESIDENT 12/14/04  
Signature Title Date

**STATEMENT OF HOURLY RATES AND COSTS****CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**Contractor Name: The Machado Environmental CorporationAddress: 2219 Broadview DriveCity: Glendale State: California Zip: 91208Contractor's License Number(s): 719286

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification HVAC System Cleaning	Regular Hourly Rate
Foreman	\$87.00 / hr
Helper	\$62.00 / hr
2. Job Classification	Overtime Hourly Rate
Foreman	\$103.00 / hr
Helper	\$69.00 / hr
3. Job Classification	Double-Time Hourly Rate
Foreman	\$118.00 / hr
Helper	\$80.00 / hr

4. Truck Rate \$ 95.00 / day
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By *Sylvia K. Machado* Date December 13, 2004

<u>Sylvia K. Machado</u>	<u>Vice-President / Partner</u>	<u>December 13, 2004</u>
Signature	Title	Date

## REQUIRED FORMS - EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: The Machado Environmental CorporationAddress: 2219 Broadview DriveCity: Glendale State: California Zip: 91208Contractor's License Number(s): 719286

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	
Indoor Air Quality (IAQ) Investigations	Regular Hourly Rate
Investigator	\$130.00 / hr
Assistant	\$80.00 / hr
2. Job Classification	
	Overtime Hourly Rate
Investigator	\$155.00 / hr
Assistant	\$95.00 / hr
3. Job Classification	
	Double Time Hourly Rate
Investigator	\$177.00 / hr
Assistant	\$110.00 / hr

4. Truck Rate \$ 95.00 / day
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By *Sylvia K. Machado* Date December 13, 2004

<u>Sylvia K. Machado</u>	<u>Vice-President / Partner</u>	<u>December 13, 2004</u>
Signature	Title	Date

## REQUIRED FORMS - EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: The Machado Environmental CorporationAddress: 2219 Broadview DriveCity: Glendale State: California Zip: 91208Contractor's License Number(s): 719286

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	
HVAC System Video Inspections / Investigations	Regular Hourly Rate
Investigator	\$130.00 / hr
Assistant	\$80.00 / hr
2. Job Classification	
Investigator	Overtime Hourly Rate
Assistant	\$155.00 / hr
	\$95.00 / hr
3. Job Classification	
Investigator	Double Time Hourly Rate
Assistant	\$177.00 / hr
	\$110.00 / hr

4. Truck Rate \$ 95.00 / day
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By *Sylvia K. Machado* Date December 13, 2004

<u>Sylvia K. Machado</u>	<u>Vice-President / Partner</u>	<u>December 13, 2004</u>
Signature	Title	Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: AIR SERVICE COMPANY  
 Address: 4455 TORRANCE BLVD SUITE #271  
 City: TORRANCE State: CA Zip: 90503  
 Contractor's License Number(s): # 447939

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
HVAC REPAIR LABOR C-20	\$75.00

2. Job Classification	Overtime Hourly Rate
HVAC REPAIR LABOR C-20	\$112.50

3. Job Classification	Double-Time Hourly Rate
HVAC REPAIR LABOR C-20	\$150.00

4. Truck Rate \$ 25.00
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (✓) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By KEN SZILVA Date 12-10-04  
[Signature] PRESIDENT 12-10-04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: Barr Commercial Door Repair, Inc  
 Address: 2831 White Star Unit "A"  
 City: Anaheim State: CA Zip: 92806  
 Contractor's License Number(s): 289397

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Overhead door repair, Service & installation. Gate Repair, & Service.	\$155.00
2. Job Classification	Overtime Hourly Rate
Overhead door repair, Service, & installation. Gate repair & Service	\$232.50
3. Job Classification	Double-Time Hourly Rate
Overhead door repair, Service, & installation Gate repair & Service	\$310.00

4. Truck Rate \$ 12<sup>00</sup>
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 10%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ☒ ) No ( ☐ )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Cliff Purvis Date 12/10/04  
Cliff Purvis OPERATIONS manager 12/10/04  
Signature Title Date

## REQUIRED FORMS – EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: BRACCO, INC. AIR CONDITIONING AND REFRIGERATIONAddress: 20942 OSBORNE STREET. UNIT B 20942 OSBORNE STREET. UNIT BCity: CANOGA PARK State: CA Zip: 91304Contractor's License Number(s): 664732 c20/38

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
REFRIGERATION FILTER (HVAC)	\$79.00
SERVICE & REPAIR (HVAC)	\$79.00
SHEET METAL WORKER (HVAC) AND MAINTENANCE	\$79.00
LIGHT COMMERCIAL SHEETMETAL WORKER	\$68.00
2. Job Classification	Overtime Hourly Rate
REFRIGERATION FILTER (HVAC)	\$101.00
SERVICE & REPAIR (HVAC)	\$101.00
SHEETMETAL WORKER (HVAC) AND MAINTENANCE	\$101.00
LIGHT COMMERCIAL SHEET METAL WORKER	\$86.00
3. Job Classification	Double-Time Hourly Rate
REFRIGERATION FILTER (HVAC)	\$123.00
SERVICE & REPAIR (HVAC)	\$123.00
SHEETMETAL WORKER (HVAC) AND MAINTENANCE	\$123.00
LIGHT COMMERCIAL SHEET METAL WORKER	\$95.00


4. Truck Rate \$ 35.00
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ☒ No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By ROBERT B. RUBIN

Date 12/4/04

  
Signature

PRESIDENT

Title

12/4/04

Date

## REQUIRED FORMS – EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: Gal-Air, Inc.Address: 12393 Slauson AvenueCity: Whittier State: CA Zip: 90606Contractor's License Number(s): 137195

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

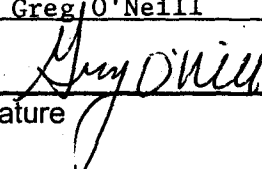
1. Job Classification	Regular Hourly Rate
Technical Repairs - Service Technician	\$85.00
Mechanical Repairs - Service Technician	\$85.00
2. Job Classification	Overtime Hourly Rate
Technical Repairs - Service Technician	\$128.00
Mechanical Repairs - Service Technician	\$128.00
3. Job Classification	Double-Time Hourly Rate
All Designated Holidays	\$170.00

4. Truck Rate \$ \$37.00
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Greg O'Neill Date December 15, 2004

 Director of Sales December 15, 2004

Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: CANOGA PARK HEATING AND A/CAddress: 7227 ETON AV CANOGA PARK 91303City: CANOGA PARK CA State: CA Zip: 91303Contractor's License Number(s): 424370

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
SERVICE TECHNICIAN	\$185.00
APPRENTICE	\$160.00

2. Job Classification	Overtime Hourly Rate
SERVICE TECHNICIAN	277.50
APPRENTICE	240.00

3. Job Classification	Double-Time Hourly Rate
SERVICE TECHNICIAN	370.00
APPRENTICE	320.00

4. Truck Rate \$ N/A
5. Materials/parts markup percentage \$ 15  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (☒)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By BOB WISEMAN Date 12/14/04  
[Signature] PRESIDENT 12/14/04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: CASCO EQUIPMENT CORPORATIONAddress: 22765 SAGE RANCH DRIVE, UNIT FCity: YORBA LINDA State: CA Zip: 92887Contractor's License Number(s): 811394

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
STEEL WORKER	\$110.00

2. Job Classification	Overtime Hourly Rate
	\$165.00

3. Job Classification	Double-Time Hourly Rate
	\$220.00

CASCO

Page 2 of 2

4. Truck Rate \$ 110<sup>00</sup>
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (☒) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By GEORGE CALCATERNA Date 12/15/04  
[Signature] SERVICE MANAGER 12/15/04  
Signature Title Date

### STATEMENT OF HOURLY RATES AND COSTS

**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: DCS Testing & Equipment, Inc  
Address: 4637 W. 159<sup>th</sup> St  
City: Lawndale State: CA Zip: 90260  
Contractor's License Number(s): 743931

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Fire Protection Contractor (Fire sprinkler, Fire hydrant, monitor, Fire extinguisher, Fire alarm, testing maintenance + service)	\$65 / Hr (minimum 4 hrs)
2. Job Classification	Overtime Hourly Rate
Fire Protection Contractor	\$97.50 / Hr
3. Job Classification	Double-Time Hourly Rate
Fire Protection Contractor	\$130 / Hr (holidays, weekends)

4. Truck Rate \$ N/A
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (✓) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Larry Jones Date 12/15/04

[Signature] CFO 12/15/04

Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: FIX PAINTING CO.Address: 23003 VENTURA BLVD.City: WOODLAND HILLS State: CA Zip: 91364Contractor's License Number(s): 467787

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
PAINTER - MASTER JOURNEYMAN	\$59.00
PAINTER - APPRENTICE	\$35.00
2. Job Classification	Overtime Hourly Rate
PAINTER - MASTER JOURNEYMAN	\$72.00
PAINTER - APPRENTICE	\$46.00
3. Job Classification	Double-Time Hourly Rate
PAINTER - MASTER JOURNEYMAN	\$89.00
PAINTER - APPRENTICE	\$55.00

4. Truck Rate \$ 100.00 per day
5. Materials/parts markup percentage \$ 10 %  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 10 %  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By ANDREAS LOIZU Date 12/13/04

Andreas Loizu OWNER 12/13/04  
Signature Title Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: FLYNN SIGNS & Graphics INCAddress: 1345 CORONADO AVECity: LONG BEACH State: CA Zip: 90804Contractor's License Number(s): 816708

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

<b>1. Job Classification</b>	<b>Regular Hourly Rate</b>
<u>Journey PERSON</u>	<u>32.27</u>
<b>2. Job Classification</b>	<b>Overtime Hourly Rate</b>
	<u>N/A</u>
<b>3. Job Classification</b>	<b>Double-Time Hourly Rate</b>
	<u>N/A</u>

4. Truck Rate \$ 85.00
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ☒ ) No ( ☐ )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By David FLYNN Date 12/13/2004  
David Flynn PRESIDENT 12/13/04  
Signature Title Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: Forbes ConstructionAddress: PO Box 3546City: Apple Valley State: CA Zip: 92307Contractor's License Number(s): 692715

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
HVAC installation and repairs, air conditioning	\$54.20/ man/hour
Vehicle exhaust installation and repair	\$51.00/ man/ hour
General construction, remodel, repair, upgrade	\$58.00/man/hour
2. Job Classification	Overtime Hourly Rate
HVAC installation and repairs, air conditioning	\$81.30/man/hour
Vehicle exhaust installation and repair	\$76.50/man/hour
General construction, remodel, repair, upgrade	\$87.00/man/hour
3. Job Classification	Double-Time Hourly Rate
HVAC Installation and repair, air conditioning	\$108.50/man/hour
Vehicle exhaust installation and repair	\$102.00/man/hour
General construction, remodel, repair, upgrade	\$116.00

4. Truck Rate \$ Included
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (xx) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Forbes Construction

Date 12/12/04

  
Signature Ron Forbes Jr.

Owner  
Title

12/12/04  
Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: JAEX'S PLUMBING SERVICE  
 Address: 9823 CAILITA ST  
 City: ARCADIA State: CA Zip: 91007  
 Contractor's License Number(s): 371870 (C-36-C-20)

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
HVAC + Refrigeration Repair or replace	60. <sup>00</sup>

2. Job Classification	Overtime Hourly Rate
HVAC + Refrigeration Repair or Replace	90. <sup>00</sup>

3. Job Classification	Double-Time Hourly Rate
HVAC + Refrigeration Repair or Replace	120. <sup>00</sup>

4. Truck Rate \$ 0
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 0  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Jack Bullock Date 11/23/04  
Jack Bullock owner  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: JCT Mechanical Inc.Address: 230 E Ave 14-H Unit #1City: Longster State: CA. Zip: 93535Contractor's License Number(s): 796691 C-20

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Service Technician per man	80. <sup>00</sup>
Sheet Metal Worker per man	80. <sup>00</sup>

2. Job Classification	Overtime Hourly Rate
Service Technician per man	120. <sup>00</sup>
Sheet Metal Worker per man	120. <sup>00</sup>

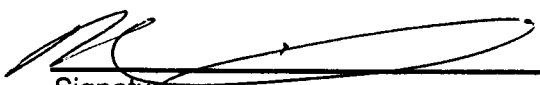
3. Job Classification	Double-Time Hourly Rate
Service Technician per man	160. <sup>00</sup>
Sheet Metal Worker per man	160. <sup>00</sup>

4. Truck Rate \$ 50.<sup>00</sup>/per call
5. Materials/parts markup percentage \$ List + 15% + Tax  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ☒ No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By JCT Mechanical - Mark Muchnick Date 12-7-04

 President 12-7-04

Signature Title Date

## REQUIRED FORMS – EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: MARTIN MAYERFELD CONTRACTOR AND MAINTENANCE SERVICESAddress: 867 W. Glentana St.City: Covina State: CA Zip: 91722Contractor's License Number(s): 848459 (CA)

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Journeyman	\$75.00
Apprentice Helper	\$37.50
2. Job Classification	Overtime Hourly Rate
Journeyman	\$112.50
Apprentice helper	\$56.25
3. Job Classification	Double-Time Hourly Rate
Journeyman	\$150.00
Apprentice helper	\$75.00

4. Truck Rate \$ 30.00
5. Materials/parts markup percentage \$ 15.00%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15.00%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ☒ ) No ( ☐ )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Martin Mayerfeld  
Martin Mayerfeld

Date 12/10/04

Signature

Title

Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: NATHAN JACKSON JR JNJ Construction

Address: 10212 GLENVIEW AVE

City: NORTHridge State: CA Zip: 91325

Contractor's License Number(s): 634079

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
TILE SETTER	43.92
TILE SETTER HELPER	22.75
PROJECT MANAGER	62.00
OFFICE MANAGER	40.00
2. Job Classification	Overtime Hourly Rate
TILE SETTER	65.88
TILE SETTER HELPER	34.13
PROJECT MANAGER	93.00
OFFICE MANAGER	60.00
3. Job Classification	Double-Time Hourly Rate
TILE SETTER	87.84
TILE SETTER HELPER	45.50
PROJECT MANAGER	124.00
OFFICE MANAGER	80.00

4. Truck Rate \$ 30.00 Point of DEL.
5. Materials/parts markup percentage \$ 450.00 PER DAY  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ☒ ) No ( ☐ )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Nathan Jackson Jr Date 12/13/04  
Nathan Jackson Jr SOLE PROPRIETOR 12/13/04  
Signature Title Date

## REQUIRED FORMS – EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: MATT CHLOR INC.Address: 4107 NORTH ARDEN DRIVECity: EL MONTE State: CA Zip: 91731Contractor's License Number(s): 724035

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Service Technician - Water Treatment Operator	\$65.00
2. Job Classification	Overtime Hourly Rate
Service technician - Water Treatment Operator	\$97.50
3. Job Classification	Double-Time Hourly Rate
Service Technician - Water Treatment Operator	\$130.00

4. Truck Rate \$ 0.55 per mile
5. Materials/parts markup percentage \$ price per part varies (15%)  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ price per part varies (15%)  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (XX) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Michelle Feghali

Date December 14, 2004

Michelle Feghali  
Signature

Coporate Secretary  
Title

12/14/04

Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: MBA Mechanical Inc.  
 Address: 212 Shady Hills Ct  
 City: Simi Valley State: CA Zip: 93065  
 Contractor's License Number(s): 791403

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

<b>1. Job Classification</b>	<b>Regular Hourly Rate</b>
<u>HVAC Service &amp; Repair</u>	<u>\$ 83.5</u>
<b>2. Job Classification</b>	<b>Overtime Hourly Rate</b>
<b>3. Job Classification</b>	<b>Double-Time Hourly Rate</b>

4. Truck Rate \$ 25.<sup>00</sup>
5. Materials/parts markup percentage \$ 15%.  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By M. David Jasso Date 12-14-07  
m. Delgo President 12-14-07  
Signature Title Date

EXHIBIT 1

STATEMENT OF HOURLY RATES AND COSTS  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: Ollivier Corporation

Address: 5753G Santa Ana Canyon Road #284

Anaheim Hills, CA 92807

Contractor's License Number: 616791

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair service for the County of Los Angeles Fire Department at any and various locations as needed.

Monthly flat rate for service as outlined in Transmittal Letter, which includes all labor, materials, truck, and supervisory personnel. For any equipment and labor furnished by this company, to include all of the equipment and labor installed since our last contract, which is all of Pacoima, all digital cameras and recorders, Eastern Fire Shop and more. No additional charge for labor and equipment needed to restore to original operational mode, other than the monthly flat rate.

The monthly flat rate for service as outlined: \$1,500.00

The hourly rate for the first year of this shall be as follows:

Security Technician:

Normal business hours of 8:00 AM thru 5:00 PM	Hourly Rate	\$ 70.00
After normal business hours and weekends	Hourly Rate	\$105.00
Holidays	Hourly Rate	\$149.00

Programmer: Same as Security Technician

Materials/Parts markup percentage to be 15%.

Rates for normal business hours begin upon arrival at job site. Rates for after normal business hours and holidays are portal to portal.

Rates are fully encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes. NO ADDITIONAL COSTS WILL BE EXPECTED. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date. All charge requests will be submitted to the Contract Administrator 30 days before each anniversary date.

Vendor will itemize labor and hourly rates and materials and supplies cost on all service invoices..

  
A. James Ollivier  
President

Date: 12/15/04

Telephone: 714-974-5754

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: Priority Heating & Air Conditioning, Inc.  
 Address: 10805 E. Artesia Blvd Unit #104  
 City: Cerritos State: CA. Zip: 90703  
 Contractor's License Number(s): 769279

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
HEATING, AIR CONDITIONING, SERVICE, REPAIR AND INSTALLATION	\$75.-

2. Job Classification	Overtime Hourly Rate
HEATING, AIR CONDITIONING, SERVICE REPAIR AND INSTALLATION	\$112.50

3. Job Classification	Double-Time Hourly Rate
HEATING, AIR CONDITIONING, SERVICE, REPAIR AND INSTALLATION	\$150 -

4. Truck Rate \$ 20.-
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Jicky Montoya Date 12-10-04  
Jicky Montoya MANAGER 12-10-04  
Signature Title Date

## STATEMENT OF HOURLY RATES AND COSTS

Contractor Name: Priority Heating & Air Conditioning, Inc.

Address: 10805 E. Artesia Blvd. Unit # 206

City: Cerritos

State: Ca.

Zip: 90703

Contractor's License Number: 769279

The hourly labor rates for the first year of this shall be as follows:

1. **Regular and hourly rate**  
Journey Person \$75.00  
Apprentice/ Helper \$63.00
2. **Overtime hourly rate**  
Journey Person \$112.50  
Apprentice/ Helper \$94.50
3. **Double-time hourly rate**  
Journey Person \$150.00  
Apprentice/ Helper \$126.00
4. **Truck Rate** \$20.00
5. **Materials/ parts markup %** 15%
6. **Subcontracted work markup %** 15%
7. **Are rates portal to portal** No

By: Vicky Montoya

Date: 12/10/04

Signature:

*Vicky Montoya*

Title:

*Manager*

Date:

*12/10/04*

## REQUIRED FORMS – EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: SOUTHERN CALIFORNIA OVERHEAD DOOR CO., INC.Address: 1806 FLOWER AVE.City: DUARTE State: CA Zip: 91010Contractor's License Number(s): #223178

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
CARPENTERS JOURNEYMAN	\$ 75.00
CARPENTERS HELPER	\$ 70.50
2. Job Classification	Overtime Hourly Rate
OVERTIME	\$ 92.00
3. Job Classification	Double-Time Hourly Rate
DOUBLETIME	\$ 150.00

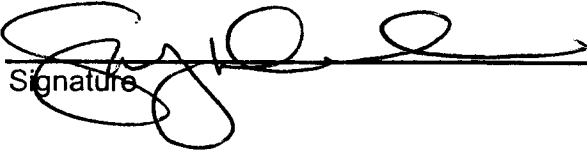
4. Truck Rate \$ \_\_\_\_\_
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (XX) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By SHELLEY DESMOND

Date DECEMBER 15, 2004

  
Signature

CORPORATE SECRETARY  
Title

DECEMBER 15, 2004  
Date

## REQUIRED FORMS – EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: Three PAC Construction, Inc.Address: 4569 W. Washington BlvdCity: Los Angeles State: Ca. Zip: 90016Contractor's License Number(s): 840236

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
General Contractor	75.00
All Trades	

2. Job Classification	Overtime Hourly Rate

3. Job Classification	Double-Time Hourly Rate

4. Truck Rate \$ 20 hr Truck only no driver
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (☒) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Robert Bridges Date 12/15/04

[Signature] Chairman/Project Mgr

Signature Title Date

## REQUIRED FORMS – EXHIBIT 1

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: THYSSENKRUPP ELEVATOR CO.Address: 6048 TRIANGE DRIVECity: LOS ANGELES State: CA Zip: 90040Contractor's License Number(s): 651371 CLASS: C-11

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
SERVICE MECHANIC	\$ 176.00
TROUBLESHOOTER	\$ 211.00
REPAIR TEAM	\$ 317.00
2. Job Classification	Overtime Hourly Rate
SERVICE MECHANIC	\$ 299.00
TROUBLESHOOTER	\$ 359.00
REPAIR TEAM	\$ 587.00
3. Job Classification	Double-Time Hourly Rate
SERVICE MECHANIC	\$ 326.00
TROUBLESHOOTER	\$ 390.00
REPAIR TEAM	\$ 587.00

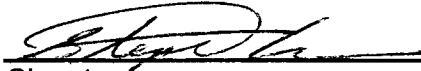
4. Truck Rate \$ INCLUDED IN HOURLY RATES
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ WE DO NOT SUBCONTRACT  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By STEPHEN CROW

Date 12-15-04

  
Signature

SALES MANAGER  
Title

12-15-04  
Date

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: Trane - Los Angeles DistrictAddress: 17760 Rowland St.City: City of Industry State: CA Zip: 91748Contractor's License Number(s): 541821

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Mechanical HVAC	120.00
Building controls	120.00
2. Job Classification	Overtime Hourly Rate
Mechanical HVAC	180.00
Building controls	180.00
3. Job Classification	Double-Time Hourly Rate
Mechanical HVAC	240.00
Building controls	240.00

4. Truck Rate \$ 55.00
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (X) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Tyler Clemmer Date 12-14-04

[Signature] District Manager 12-14-04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: US NATIONAL CORPAddress: P.O. BOX 4999City: PANORAMA City State: CA Zip: 91412Contractor's License Number(s): 813354

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
<u>PAINTING</u>	<u>\$61.00</u>

2. Job Classification	Overtime Hourly Rate
<u>PAINTING</u>	<u>\$91.50</u>

3. Job Classification	Double-Time Hourly Rate
<u>PAINTING</u>	<u>\$122.00</u>

4. Truck Rate \$ 50<sup>00</sup> Per Delivery
5. Materials/parts markup percentage \$ 150/0  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ N/A  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ☒ ) No ( ☐ )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By F. Jimenez Date 12/13/04  
F. Jimenez President 12/13/04  
Signature Title Date

## STATEMENT OF HOURLY RATES AND COSTS

**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: V & V Property Development Corporation

Address: 8644 Norwalk Blvd.

City: Whittier State: CA Zip: 90606

Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Gen B/Framing	
V & V is the principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter,	\$ 71.04
2. Job Classification	Overtime Hourly Rate
Gen B/Framing	
and enclosure of persons, animals, chattels, or movable property of any kind, requiring in its construction	\$ 89.81
superintend the whole or	
3. Job Classification	Double-Time Hourly Rate
Gen B/Framing	
any part. This is also the framing specialty license.	\$ 108.56

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez Date 12/8/04  
President 12/8/04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: V\*V Property Development CorporationAddress: 8644 Norwalk Blvd.City: Whittier State: CA Zip: 90606Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification <u>C-20 HVAC</u>	Regular Hourly Rate
<u>V*V fabricates, installs, maintains, services and repairs warm-air heating systems and water heating heat pumps, complete with warm-air</u>	<u>\$ 65.93</u>
2. Job Classification <u>C-20 HVAC</u>	Overtime Hourly Rate
<u>appliances, ventilating systems complete with blowers and plenum chambers; air-conditioning systems complete with air-conditioning unit; and the ducts, registers, flues, humidity</u>	<u>\$ 83.03</u>
3. Job Classification <u>C-20 HVAC</u>	Double-Time Hourly Rate
<u>and thermostatic controls and air filters in connection with any of these systems. This classification shall include warm-air heating ventilating and air-conditioning systems which utilize solar energy.</u>	<u>\$ 100.13</u>

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.50 %  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.50 %  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (☒)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez Date 12/8/04  
[Signature] President 12/8/04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: V & V Property Development CorporationAddress: 8644 Norwalk Blvd.City: Whittier State: California Zip: 90606Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

## 1. Job Classification

C-10 Electrical

Regular Hourly Rate

V & V installs erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form

\$ 61.98

## 2. Job Classification

C-10 Electrical

Overtime Hourly Rate

or for any purpose.

\$ 77.80

## 3. Job Classification

C-10 Electrical

Double-Time Hourly Rate

\$ 93.63

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez Date 12/13/04

[Signature] President 12/13/04

Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

# STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: V & V PROPERTY DEVELOPMENT CORPORATIONAddress: 8644 NORWALK BLVD. WHITTIER CA. 90606City: WHITTIER State: CA Zip: 90606Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	<i>C-36 Plumbing</i>	Regular Hourly Rate
PROVIDES A MEANS FOR A SUPPLY OF SAFE WATER		
AMPLEIN VOLUME AND OF SUITABLE TEMPERATURE FOR		
THE PORPOSE INTENDED AND THE PROPER DISPOSAL		\$57.09
OF FLUID WASTE FROM THE PREMISES IN ALL STRUCTURES		
AND FIXED WORKS. THIS CLASSIFICATION INCLUDES		
BUT IS NOT LIMITED TO: (A) COMPLETE REMOVAL		
OF WASTE FROM THE PREMISES OR THE CONSTRUCTION		
2. Job Classification	<i>C-36 Plumbing</i>	Overtime Hourly Rate
AND CONNECTION OF ON-SITE WASTE DISPOSAL		
SYSTEMS; (B) PIPING, STORAGE TANKS AND VENTING		
FOR A SAFE AND ADEQUATE SUPPLY OF GASSES AND		\$85.63
LIQUIDS FOR ANY PURPOSE, INCLUDING VACUUM,		
COMPRESSED AIR AND GASES FOR MEDICAL, DENTAL,		
COMMERCIAL AND INDUSTRIAL USES; (C) ALL GAS		
APPLIANCES, FLUES AND GAS CONNECTIONS FOR ALL		
3. Job Classification	<i>C-36 Plumbing</i>	Double Time Hourly Rate
SYSTEMS INCLUDING SUSPENDED SPACE HEATING		
UNITS. THIS DOES NOT INCLUDE FORCED WARM AIR		
UNITS; (D) WATER AND GAS PIPING FROM THE		\$99.90
PROPERTY OWNER'S SIDE OF THE UTILITY METER TO		
THE STRUCTURE OR FIXED WORKS; (E) INSTALLATION		
OF ANY TYPE OF EQUIPMENT TO HEAT WATER, OR		

FLUIDS, TO A TEMPERATURE SUITABLE FOR THE PURPOSES LISTED IN THIS SECTION, INCLUDING THE INSTALLATION OF SOLAR EQUIPMENT FOR THIS PURPOSE; AND (F) THE MAINTENANCE AND REPLACEMENT OF ALL ITEMS DESCRIBED ABOVE AND ALL HEALTH AND SAFETY DEVICES SUCH AS, BUT NOT LIMITED TO, GAS EARTHQUAKE VALVES, GAS CONTROL VALVES, BACKFLOW PREVENTORS, WATER CONDITIONING EQUIPMENT AND REGULATING VALVES.

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No ( ☒ )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez

Date 12/8/04

[Signature]  
Signature

President  
Title

12/8/04  
Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: V&V Property Development CorporationAddress: 8644 Norwalk Blvd.City: Whittier State: CA Zip: 90606Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification <u>C-13 Fencing</u>	Regular Hourly Rate
<u>V&amp;V constructs, erects, alters, or repairs all types of fences, corrals, runs, railings, cribs, game court enclosures, guard rails and</u>	<u>\$ 55.53</u>
2. Job Classification <u>C-13 Fencing</u>	Overtime Hourly Rate
<u>barriers, playground game equipment, backstops, posts, flagpoles, and gates, excluding masonry walls.</u>	<u>\$ 69.28</u>
3. Job Classification <u>C-13 Fencing</u>	Double-Time Hourly Rate
	<u>\$ 83.03</u>

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez Date 12/8/04  
[Signature] President 12/8/04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: V#V Property Development CorporationAddress: 8644 Norwalk Blvd.City: Whittier State: CA Zip: 90606Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
C-2 ACOUSTIC	
V#V installs any	\$ 53.98
insulating media and	
preformed architectural	
acoustical materials for	
the purpose of temperature	
2. Job Classification	Overtime Hourly Rate
C-2 ACOUSTIC	
and/or sound control.	\$ 67.23
3. Job Classification	Double-Time Hourly Rate
C-2 ACOUSTIC	
	\$ 80.48

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez

Date 12/8/04

[Signature] President

Signature

Title

12/8/04  
Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: V#V Property Development CorporationAddress: 8644 Norwalk Blvd.City: Whittier State: CA Zip: 90606Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

## 1. Job Classification

C-2 ACOUSTIC

Regular Hourly Rate

V#V installs any  
insulating media and  
preformed architectural  
acoustical materials for  
the purpose of temperature

\$ 53.98

## 2. Job Classification

C-2 ACOUSTIC

Overtime Hourly Rate

and for sound control.

\$ 67.23

## 3. Job Classification

C-2 ACCOUSTIC

Double Time Hourly Rate

\$ 80.48

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (X)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez

Date 12/8/04

President

12/8/04

Signature

Title

Date

Contractor Name: V3V Property Development Corporation  
Address: 8644 Norwalk Blvd  
City: Whittier State: California Zip: 90606  
Contractor's License Number(s): 729828

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

IFB - APPENDIX D - Page 1

4. Truck Rate \$ 53.00
5. Materials/parts markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 12.5%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ( ) No (☒)

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Richard Vasquez Date 12/13/04  
President 12/13/04  
Signature Title Date

## REQUIRED FORMS - EXHIBIT 1

## STATEMENT OF HOURLY RATES AND COSTS

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Contractor Name: VORTEX INDUSTRIES, INC.Address: 3198-M AIRPORT LOOPCity: COSTA MESA State: CA Zip: 92626Contractor's License Number(s): 287885

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification: OVERHEAD DOOR AND GATE SERVICE/REPAIR	Regular Hourly Rate
JOURNEYMAN TECH ONLY →	\$ 80.00
JOURNEYMAN TECH AND APPRENTICE/HELPER → (MONDAY - FRIDAY 7:30 AM - 4:30 PM)	\$ 118.00
2. Job Classification: OVERHEAD DOOR AND GATE SERVICE/REPAIR	Overtime Hourly Rate
JOURNEYMAN TECH ONLY →	\$ 120.00
JOURNEYMAN TECH AND APPRENTICE/HELPER → (MONDAY - FRIDAY 4:30 PM - 8:30 PM SATURDAY 7:30 AM - 4:30 PM)	\$ 177.00
3. Job Classification: OVERHEAD DOOR AND GATE SERVICE/REPAIR	Double-Time Hourly Rate
JOURNEYMAN TECH ONLY →	\$ 160.00
JOURNEYMAN TECH AND APPRENTICE/HELPER → (ALL OTHER TIMES NOT MENTIONED ABOVE AND HOLIDAYS)	\$ 236.00

4. Truck Rate \$ 0
5. Materials/parts markup percentage \$ 15 %  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ \_\_\_\_\_  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes ☒ No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By BRIAN NEWBERRY Date 12/7/04

B = [Signature] SERVICE COORDINATOR 12/7/04

Signature Title Date

**STATEMENT OF HOURLY RATES AND COSTS**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

Contractor Name: Walterscheid Electric CompanyAddress: 150 West Bonita AvenueCity: San Dimas State: CA Zip: 91773Contractor's License Number(s): 439838 C-10

The undersigned shall furnish all labor, equipment, supplies, and materials required performing intermittent and temporary repair services for the County of Los Angeles Fire Department at any and various locations, as needed.

The hourly labor rates for the first year of this shall be as follows:

1. Job Classification	Regular Hourly Rate
Inside Wireman, Journeyman Electrician	\$85.00
2. Job Classification	Overtime Hourly Rate
Inside Wireman, Journeyman Electrician	\$127.50
3. Job Classification	Double-Time Hourly Rate
Inside Wireman, Journeyman Electrician	\$170.00

4. Truck Rate \$ \$45.00 per day
5. Materials/parts markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
6. Subcontracted work markup percentage \$ 15%  
(Not to exceed a maximum of 15%)
7. Are rates portal to portal? Yes (x) No ( )

All rates shall be full encumbered for overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, unless stated separately. Hourly rates quoted above shall remain valid until the first anniversary of the contract approval date.

Contractor shall itemize labor and hourly rates, materials, and supply costs on all invoices.

By Larry J. Walterscheid

Date December 15, 2004

  
Signature

Owner

December 15, 2004

Title

Date